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AGREEMENT BETWEEN CEDAR GROVE BOARD OF EDUCATION  
AND  
CEDAR GROVE ASSOCIATION OF EDUCATIONAL SECRETARIES

PREAMBLE

This Agreement is entered into this first day of July 1, 1992 by and between the Board of Education of Cedar Grove, New Jersey, hereinafter called the "Board" and the Cedar Grove Association of Educational Secretaries, hereinafter called the "Association."

The Board has an obligation, pursuant to Law and Regulation, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

The parties have reached certain understandings which they desire to confirm in this Agreement.

The Board and the Association agree as follows:

ARTICLE I TERM OF THE AGREEMENT

This agreement shall take effect on July 1, 1992 and end on June 30, 1993 but with the approval of both parties hereto may be renewed for successive terms of one year each, subject to such modifications as may be mutually agreed upon for any such year.

ARTICLE II RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for negotiations as required by law for the following employees:

- Full-time twelve month secretaries, (principal's, clerical, bookkeeper)
- Full-time ten month secretaries, (principal's, clerical, bookkeeper)
- Part-time permanent secretaries under contract

When referring to individual(s) in the above categories, the term "employee" will be used.

ARTICLE III SELECTED EMPLOYMENT PRACTICES

1. All employees must be eligible to join the pension system before employment.
2. Prior to commencing work, all employees must be examined by the School Medical Director or by someone approved by the Medical Director.

3. Two weeks minimum notice shall be given to terminate services. A shorter period of time may be mutually agreed upon.
4. Posting of ~~positions~~
  - A. All secretarial vacancies and newly created positions (10 or 12 month) shall be posted with job descriptions, in all buildings/offices for a period of 10 working days (copy of posting to be sent to Association president). Interested employees shall submit their application, in writing, to the Superintendent within time limit specified in the notice. Superintendent shall acknowledge promptly, in writing, receipt of all such applications.
  - B. Permanent employees who apply for job openings shall be granted an interview.
  - C. Vacancies and newly created positions available during the summer shall be publicized in writing through the Cedar Grove Educational Secretaries Association, in addition to being posted by the Superintendent's office.

#### ARTICLE IV WORK YEAR

1. All secretaries shall follow a work calendar recommended by the Superintendent of Schools and approved by the Board (see attached calendar).
2. All twelve month employees of the Board (professional, secretarial and custodial) shall follow the same calendar.
3. All ten month employees shall begin their work year September 1 and end their work year on June 30. After school starts for teachers, they shall follow the teacher calendar until school closes.

#### ARTICLE IV WORK WEEK

1. Full-time twelve month employees will work a thirty-five (35) hour week exclusive of daily lunch. The lunch shall be one (1) continuous hour, duty free. Coffee break time shall be either fifteen (15) minutes in both the morning and afternoon or thirty (30) minutes in either the morning or afternoon.

Full-time ten month employees shall work a thirty-five (35) hour week exclusive of a daily lunch. The lunch shall be one (1) continuous hour, duty free. Coffee breaks shall be the same option as available to twelve (12) month secretaries.

Management maintains its prerogative to make changes in the beginning and ending times of a work shift after providing good reason to the employee.

2. Hours worked in excess of thirty-five per week will be rounded off to the nearest hour and the employee will be given compensatory time on the basis of a one for one ratio.
3. Office hours are established by the Superintendent of Schools with the approval of the Board.
4. Ten month employees who are asked to work outside the regular work calendar shall be given the option of pay or compensatory time at their regular rate.

#### ARTICLE VI VACATIONS

1. Full-time twelve month secretaries will earn ten (10) work days vacation per year for the first three years of employment. During the first year (July 1 - June 30) of employment, a secretary serving over six months will be given vacation pro-rated. Example: A twelve month secretary beginning employment on January 1, would have worked six months by June 30. This would entitle her to half of the vacation time for one year. This would be five days.
2. After three years of employment a secretary earns fifteen (15) work days of vacation; sixteen (16) work days in the eleventh year; seventeen (17) work days in the twelfth year; eighteen (18) work days in the thirteenth year; twenty (20) work days in the fourteenth year.
3. Vacations will be granted and must be taken only in the contract year following the year in which they were earned.
4. Vacation days cannot be accumulative from year to year.
5. A secretary leaving the school system shall be paid for vacation time earned but not received. The rate amount will be calculated using the salary of the year in which the vacation was earned.
6. All vacations must be cleared with the secretary's immediate superior and submitted to the Superintendent of Schools for approval.
7. All ten month employees will be entitled to the regular school vacations except the periods from the first

working day in September to the opening of school, and the last day of school in June to June 30.

8. All twelve month personnel shall be entitled to thirteen paid holidays per contract year. In the event any holiday falls within an employee's scheduled vacation time, an equivalent day will be granted. Should an employee be required to work on a scheduled holiday, an equivalent day will be granted.

ARTICLE VII EXTENDED LEAVE OF ABSENCE

1. A secretary on tenure shall be granted a leave of absence, at the Board's discretion, without pay for up to one (1) year.
2. All extensions or renewals of leave shall be applied for, in writing, by March 1 of the calendar year in which the leave is requested and may be granted at the Board's discretion.
3. A secretary's unused accumulated sick leave and her position on the Salary Guide to which she was entitled at the time her leave of absence, shall be restored to her upon her return.
4. Staff members on leave will not have benefits paid by the Board. Each individual must make arrangements for payment with the Board Secretary's office for those to be continued.
5. Should a staff member be called for jury duty and not eligible for exemption during the school year, service shall not be charged to any of the previously mentioned categories. The staff member shall receive full salary.
6. MATERNITY/CHILD CARE LEAVE OF ABSENCE
  - A. The Board shall grant any tenured employee an unpaid leave of absence to the purpose of giving birth or providing child care or both. Application for this grant to non-tenured employees is subsumed under the remaining paragraphs of this article.
  - B. Length of Leave
    1. Maternity with Child Care: A tenured staff member who gives birth on or after January 31 may be granted an unpaid maternity leave with child care not to exceed the following school year. A tenured staff member giving birth prior to January 31, shall return the following September in accordance with the

school calendar. Non-tenured staff members may be given unpaid maternity leave with child care not to extend beyond the end of the of the academic year in which delivery occurs.

2. Child Care: A tenured employee may be granted an unpaid leave of absence for child care purposes under the following conditions:

- a. For a natural born child

- (1) If the child is born on or before January 31, the staff member may request leave not to exceed the following school year.

- (2) If the child is born prior to January 31, the staff member shall return the following September.

- (3) The request for such leave shall be made for an infant no older than two months.

- (4) Non-tenured staff members may request child care leave not to extend beyond the end of the academic year in which the child is born.

- b. For an Adopted Child

If the child is of pre-kindergarten age by Cedar Grove entrance age requirements at the time of adoption, a staff member may request a leave of not more than one school year. It is understood that the staff member will return at the start of the fall term.

B. Procedures

1. Maternity

- a. Employee should notify the Chief School Administrator of her pregnancy as soon as possible so that a suitable replacement may be secured.

The staff member shall also notify the Chief School Administrator of her intention to utilize accumulated sick leave up to a maximum of forty (40) days during the period of disability.

- b. It is required that a physician's statement, attesting to her general health, how long she may continue normal duties, the expected date of birth and expected date of return shall be submitted.

- c. Prior to returning to work, the employee

shall submit a physician's statement certifying her ability to resume normal duties.

C. Procedures

2. Child Care

- a. Notice of the commencement of child care leave shall be submitted to the Chief School Administrator no less than sixty (60) days prior to the leave's start and shall include commencement and termination dates of such leave.
  - b. Application for child care leave may be included in request submitted for maternity leave.
3. A statement of intent to return to normal duties for either of these leaves or a combination of them, shall be submitted to the Chief School Administrator no later than March 1.

D. Benefits, Salary

1. Leaves granted under this article are without salary.
2. Employees on such leave shall be entitled to no benefits while on leave except as provided by law.
3. An employee wishing to continue health insurance coverage may purchase any or all available coverage as permitted by the carrier by paying in advance to the Board the premium rates charges to the Board by its insurance carrier.

ARTICLE VII SICK LEAVE

1. All twelve month personnel shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulative without limit.
2. All ten month personnel shall be entitled to ten (10) days sick leave each school year. Unused sick leave days shall be accumulative without limit.
3. Secretaries shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
4. A doctor's certificate stating the illness, the inability of the secretary to report for work, and the period of sick disability may be required.

ARTICLE IX ABSENCES

1. ARTICLE FOR BUSINESS WHICH CANNOT BE HANDLED OUTSIDE OF SCHOOL HOURS.

Occasionally, an employee needs to be away from work. Except in emergencies, the employee should submit a request on the "Request for Absence Form" to the Superintendent of Schools through the building principal or supervisor sufficiently in advance to permit proper coverage to be arranged. Each employee may request no more than four (4) days per year. Reasons for such leave include but are not limited to:

- |                          |                       |
|--------------------------|-----------------------|
| 1. Marriage              | 5. Religious holidays |
| 2. Court appearance      | 6. Accident, fire     |
| 3. Academic examinations | 7. Personal business  |
| 4. Graduation exercises  | 8. Legal proceedings  |

2. Death

Five (5) days absence will be permitted when death occurs in the immediate family. Immediate family is considered to be husband, wife, son, daughter, mother, mother-in-law, father, father-in-law, brother, or sister. One (1) day's absence will be permitted, if necessary, to attend the funeral of a grandparent, in-law, uncle, aunt, niece, or nephew. Any extension of this leave may be granted for just cause on recommendation of the Superintendent of Schools.

3. The above days shall not be accumulative.

4. Salary Deduction

A salary deduction on the basis of 1/250 for twelve month secretaries and 1/200 for ten month secretaries will be made for time in excess of that permitted. The Superintendent shall report to the Board those people who have exceeded the allowable number of days. Adjustments in salary will be made within a two month period. Each case will be handled on its own merit by the Superintendent for recommendation for the Board. Final salary adjustments, if necessary, will be made in June.

ARTICLE X GRIEVANCES

A. Definition

1. A grievance is a claim by a secretary (group of secretaries) or her representative, that she has suffered harm by the interpretation, application of violation of policies, agreements and administrative decisions affecting her.
2. A grievance to be considered under this procedure must be initiated in writing within thirty (30) work days from the time the grievant knew or should have known of its occurrence.

B. Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by herself or, at her option, by the Association, or by a representative selected or approved by the Association.
2. When a secretary is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent and at any later level, be notified by the Superintendent as to the nature of the grievance, when the hearing will be held and the result.

C. Procedure

- 1.a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the limits shall be deemed to be a waiver of further appeal of the decision.
- b. It is understood that any secretary grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Any secretary grievant who has a grievance shall, in an attempt to resolve the matter informally at that level, discuss it first with her principal or immediate administrative officer who shall give his decision within five (5) work days.
3. No later than six (6) work days after receipt of the decision of her principal or immediate superior the secretary grievant may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:
  - a. The nature of the grievance



- b. The nature and extent of the injury, loss or inconvenience
- c. The results of previous discussions
- d. Her dissatisfaction with decisions previously rendered

The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed seven (7) work days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the secretary grievant, to the Association and to the principal or other immediate superior.

- 4. Any time within six (6) work days a secretary may request, in writing, a Review Panel to further explore the grievance. In the written request the secretary must name her representative. Within two (2) work days the Superintendent shall name a second member of the Review Panel. Within two (2) additional work days the two members so named shall name a third member. These people shall constitute the Review Panel. The members of the Panel must be employees of the Board included in job classifications represented by the Association for purposes of negotiations. Within three (3) work days the Panel will meet with the dissatisfied secretary to review her grievance. The Review Panel may also accept such oral or written statements of other persons as it may deem appropriate. If at least two members of the Review Panel agree in whole or in part with the secretary's position, the Panel, at its option, may request a conference to be held within the next twenty (20) work days or at such other date as may be mutually agreeable. At such conference the Review Panel and the secretary will be given a reasonable opportunity to present the facts related to the complaint and their position relating thereto including such voluntary oral or written statements of other persons as they deem important. The Board may also consider such oral or written statements of other persons as it may deem appropriate. With ten (10) work days after such conference(s) the Board will prepare a written decision on the complaint, copies of which will be delivered to the secretary and each member of the Panel by the Superintendent.
- 5. If the secretary so chooses, she may eliminate step four (4) and no later than five (5) work days

after receipt of the Superintendent's decision may request a hearing with the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board. Within fifteen (15) work days after receipt of the request the Board, or a committee thereof, shall hold a hearing with the secretary grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within ten (10) work days of the completion of the hearing.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes to review by a third party, it shall notify the Board in writing within ten (10) work days of receipt of the Board's decision. Within ten (10) work days after receipt of arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made jointly to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator shall limit him/herself to the issues submitted to him/her and shall not add to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be advisory on the parties. The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one half.

- D. Binding Arbitration  
Pursuant to N.J.S.A. 34:13A et seq., disputes involving the withholding of an employee's increment for predominantly disciplinary reasons, the transfer of employee for disciplinary reasons, reprimands, or discipline as that term is defined by N.J.S.A. 34:13A-22 shall be deemed to require binding arbitration as the terminal step in the grievance procedure.
- E. District Information
  - Association Rights and Privileges
  - A. The Board agrees to furnish to the Association in response to reasonable

requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, tentative budgetary requirements and allocations, agendas, and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.

F. Scheduled Meetings - Association Rights

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

G. Association Business

Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

H. Use of Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

I. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

Nothing herein is intended as an infringement upon or limitation of any rights under law, of an employee of the Board.

ARTICLE XI SALARY

1. Salary schedule for the 1992-93 agreement year is attached.
2. Longevity will be included in the base salary for pension purposes.
3. Each employee will move one step, as designated by numbers on the guide, for each year of satisfactory service.
4. For initial placement on the salary guide, one step credit may be granted for each year of experience applicable to the position available, maximum not to exceed Step 7 of the salary guide.

SEPARATION PAY:

After fifteen years of service in the Cedar Grove School District, an employee shall be entitled to separation pay at the rate of \$18.00 (1990-91 contract) per day for each day of accumulated sick leave beginning with day one (1) and extending to day 150. In the event of an employee's death, this benefit shall be paid to the estate.

1992-1993 SALARY GUIDE  
Effective Jan. 1, 1993 & Feb. 1, 1993

<u>STEP</u>	<u>SUB.</u>	<u>SECY./CLERK/BKKPR</u>		<u>PRINCIPAL'S SECY.</u>		<u>HEAD BKKPR.</u>
	<u>CO-ORD.</u>	<u>10 MO.</u>	<u>12 MO.</u>	<u>10 MO.</u>	<u>12 MO.</u>	<u>12 MO.</u>
5	\$6520	\$16,300	\$21,040	\$17,020	\$21,860	\$22,680
6	6680	16,720	21,649	17,540	22,480	23,310
7	6930	17,340	22,380	18,060	23,100	24,040
8	7180	17,960	23,300	18,880	24,240	25,160
9	7600	18,980	24,540	19,910	25,460	26,500
10	8040	20,120	25,980	21,040	27,020	28,040
10A	8340	20,850	27,060	21,850	28,060	29,040
11	8660	21,650	28,100	22,700	29,160	30,200
11A	8980	22,450	29,160	23,550	30,260	31,340
12	9240	23,100	30,000	24,240	31,140	32,280

Guide Movement: Remain on same step as guide effective July, 1992

New Hires: Board of Education may hire on steps 5, 6, 7 from the  
1992-93 guides

10 Month secretaries move to this guide Feb. 1, 1993

JLDeC:rd  
6/30/92

1992-1993 SALARY GUIDE  
Effective July 1, 1992

<u>STEP</u>	<u>SUB. CO-ORD.</u>	<u>SECY./CLERK/BKKPR.</u>		<u>PRINCIPAL'S SECY.</u>		<u>HEAD BKKPR.</u>
		<u>10 MO.</u>	<u>12 MO.</u>	<u>10 MO.</u>	<u>12 MO.</u>	<u>12 MO.</u>
3	\$6020	\$15,060	\$19,440	\$15,750	\$20,140	\$20,840
4	6180	15,460	19,940	16,150	20,640	21,440
5	6340	15,860	20,440	16,550	21,240	22,040
6	6500	16,260	21,040	17,050	21,840	22,640
7	6740	16,860	21,740	17,550	22,440	23,340
8	6980	17,460	22,640	18,350	23,540	24,440
9	7380	18,460	23,840	19,350	24,740	25,740
10	7820	19,560	25,240	20,450	26,240	27,240
11	8340	20,860	27,040	21,850	28,040	29,040
12	8980	22,460	29,140	23,550	30,240	31,340

Guide Movement: Advance one step from 1991-92 guide

Longevity payments: 1992-93, 10th yr.-\$550    13th yr.-\$700    16th yr.-\$900

JLDeG:rd  
6/30/92

ARTICLE XII INSURANCE PROTECTION

For the duration of this Agreement the Board shall continue to make available the following health care protection:

- A. The Board shall pay the full coverage premium to the New Jersey State Health Benefits Program.
- B. The individual staff member shall be responsible for completion and filing of application forms with the Board Secretary. Coverage will become effective in accord with the terms of the insurance contracts held by the Board.
- C. The Board and the Association are greatly concerned with the ever increasing cost of employees' and their dependents' hospitalization and the unnecessary waste of insurance premium dollars because of duplicate coverage and the failure of employees to notify the Board Secretary's office of a change in the employee's status. Therefore, in an effort to avoid unnecessary waste of insurance premium dollars, the Association agrees to urge its membership to promptly file reports of change in status. Furthermore, each staff member will be required to list annually on a form distributed by the Board Secretary his or her eligible dependents with their birth dates and file said list in the Board Secretary's office by May 15 for the following school year.
- D. The Board shall provide and administer a prescription drug plan for the employee and eligible dependents based on 1990-91, \$1.00; 1991-92, \$3.00, co-pay plan. The carrier may be changed from time to time at the discretion of the Board after consulting with the Association.

Staff members who retire after January 1, 1984 may elect to continue prescription coverage on a voluntary and pre-paid basis. Payment for the coverage is the obligation of the retiree and shall be made to the Board quarterly in advance of the coverage.

- E. The Board shall provide and administer a full-family dental plan including orthodontia.

Staff members who retire may elect to continue the dental plan coverage on a voluntary and pre-paid basis. Payment for the coverage is the obligation of the retiree and shall be made to the Board in advance of the coverage.

- 100% Preventive and Diagnostic
- 70% Rest of basic except crown and bridge
- 50% Major work
- 50% Orthodontia up to a maximum of \$1,200
- No deductible

ARTICLE XIII    CHANGE OF ASSIGNMENT

1. Secretaries desirous of a change of assignment may request such consideration by writing a letter to the Superintendent of Schools with a copy to the building principal or immediate administrative officer.
2. Secretaries may be transferred within their job category. Notice of such changes shall be given to the individual as soon as possible. The secretary shall have the right to meet with her Association representative and the Superintendent to discuss the proposed assignment. If not satisfied at this point, the secretary and/or the Association representative may discuss the proposed assignment with the Board.
3. Full-time ten month personnel transferring to twelve month positions shall be given full credit on the salary guide, vacation schedule and sick leave benefits for time in district.
4. Part-time personnel who work .5 or more, when transferring to full-time positions shall be given full credit on the salary guide and for all other benefits.
5. In the event a contract employee is asked to work in a position of greater responsibility and higher salary as indicated in this Agreement, that employee will receive additional compensation after 20 working days. Such compensation to be paid for those twenty days as well as future work days in the position. The compensation will be based on .75 of the difference between the daily rates of pay for the two positions at the employee's guide step. The daily rate to be calculated at 1/200 of each salary for 10 month positions and 1/250 for 12 month positions.



ARTICLE XIV DURATION OF THE AGREEMENT

This agreement shall take effect on July 1, 1992 and end on June 30, 1993. —

IN WITNESS WHEREOF, the Board and the Association have caused this agreement to be signed as of the date first above mentioned.

CEDAR GROVE BOARD OF EDUCATION

9-22-92  
Date

BY

John L. Probert  
President

CEDAR GROVE ASSOCIATION OF  
EDUCATIONAL SECRETARIES

9-22-92  
Date

BY

Judith Ann Jensen  
President